

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
GALVESTON DIVISION

OWL SHIPPING LLC,

Plaintiff,

VS.

DALIAN SUNTIME INTERNATIONAL
TRANSPORTATION CO., LTD. A/K/A
DALIAN SUNTIME INT'L
TRANSPORTATION CO., LTD. A/K/A
DALIAN SUNTIME INTERNATIONAL
TRANSPORTATION COMPANY, LTD.
A/K/A DALIAN SUNTIME
INTERNATIONAL TRANSPORTATION
CO., LIMITED A/K/A DALIAN SUNTIME
INTERNATIONAL TRANSPORTATION
COMPANY, LIMITED

Defendant.

C.A. NO. 3:14-cv-270

Admiralty - Rule 9(h)

EX PARTE ORDER FOR PROCESS OF MARITIME ATTACHMENT

WHEREAS, on August 21, 2014, Plaintiff, OWL SHIPPING LLC, filed a Verified Complaint herein for damages against the Defendant DALIAN SUNTIME INTERNATIONAL TRANSPORTATION CO LTD. amounting to **\$1,590,819.40** and praying for the issuance of Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Admiralty Rules for Certain Admiralty and Maritime Claims of the Federal Rules and Civil Procedure; and

WHEREAS, the Process of Maritime Attachment and Garnishment would command that the United States Marshal attach any and all of the Defendant's property within the District of this Court; and

WHEREAS, the Court has reviewed the Verified Complaint and the Supporting Affidavit, and the conditions of Supplemental Admiralty Rule B appearing to exist;

NOW, upon motion of the Plaintiff, it is hereby:

ORDERED, that Pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, the Clerk of the Court shall issue Process of Maritime Attachment and Garnishment against all bunkers, fuel, appurtenances, equipment, tangible or intangible property, credits, letters of credit, bills of lading, effects, debts and monies, electronic funds transfers, freights, sub-freights, charter hire, sub-charter hire or any other funds or property up to the amount of **\$1,590,819.40** belonging to, due or being transferred to, from or for the benefit of the Defendant, including but not limited to such property as may be held, received or transferred in Defendant's name or as may be held, received or transferred for its benefit at, moving through, or within the possession, custody or control of any garnishees within this District, including but not limited to the Motor Vessel INTER PRIDE, which is or will be in this District on or about August 23, 2014; and it is further

ORDERED that all property being seized, including any vessel and any property onboard that vessel, will be allowed to shift from berth to berth and/or within the anchorage or to move within the Ports of Galveston and Houston, at the sole risk and expense of the vessel, so long as she remains within the territorial jurisdiction of this Court; and it is further

ORDERED that supplemental process enforcing the Court's Order may be issued by the Clerk upon application without further order of the Court; and it is further

ORDERED that following initial service by the U.S. Marshal upon the garnishee, that supplemental service of the Process of Maritime Attachment and Garnishment, as well as this

Order, may be made by facsimile transmission or other verifiable electronic means, including e-mail, to the garnishee; and it is further

ORDERED that service on any garnishee as described above is deemed effective continuous service throughout the day from the time of such service through the opening of the garnishee's business the next business day; and it is further

ORDERED that pursuant to Federal Rule of Civil Procedure 5(b)(2)(D) the garnishee may consent, in writing, to accept service by any other means; and it is further

ORDERED that the M/V INTER PRIDE and the goods and chattels, credits and effects belonging to Defendant can be released from seizure without the necessity of further orders of this Court, provided that the U.S. Marshal receives written authorization to do so from the attorney who requested the attachment and garnishment, including attorneys for any Intervenor, and they consent to the request for the release, and also provided that the Court has not entered any subsequent orders modifying this arrangement for the release of the vessel and other property which was attached pursuant to this Order.

In accordance with applicable local rules, Plaintiff, Owl Shipping LLC, agrees to hold harmless and indemnify the U.S. Marshal and all of his deputies from and against any and all liabilities as a result of attaching the aforesaid property according to this Order.

Signed at Houston this ____ day of August 2014.

SO ORDERED:

UNITED STATES DISTRICT/MAGISTRATE JUDGE